

EVALUATOR MANUAL TRANSMITTAL SHEET**Distribution:**

- ☒ All Child Care Evaluator Manual Holders
☐ All Residential Care Evaluator Manual Holders
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Transmittal No.

99APX-09

Date issued.

July 1999

Subject:

Communication Agreement between the Community Care Licensing Division, California Department of Social Services and the California Child Care Resource and Referral Network

Reason For Change:

To add the Communication Agreement document between the Community Care Licensing Division and the California Child Care Resource and Referral Network regarding communication and information sharing.

Filing Instructions:

☐ REMOVE - Do not remove any pages.

☒ INSERT - This entire package in Tab E.

Approved:

Carole Jacobi
CAROLE JACOBI, Chief
Policy Development Bureau

July 16, 1999
Date

Contact Person: Lynn Anderson

Phone Number: (916) 323-3952

Date: October 26, 1998

Subject: Communication Agreement between the Community Care Licensing Division, California Department of Social Services (CCLD/CDSS) and the California Child Care Resource and Referral (R&R) Network

This is to confirm the agreement on communication and information sharing between the CCLD/CDSS and the California Child Care R&R Network. This agreement pertains to R&Rs funded through the California Department of Education and applies only to documentation available in CCLD's public files. Furthermore, this agreement is based upon CCLD/CDSS's interpretation of state law that they are not permitted to notify R&Rs when they begin an investigation into a complaint.

I. CCLD Responsibilities

- A. CCLD will notify the R&Rs by telephone of Temporary Suspension Orders (TSOs) and Decisions and Orders within one working day. Copies of TSOs and Decisions and Orders will be faxed to the R&Rs as soon as possible thereafter (but not to exceed two working days). Copies of accusations and stipulations will be mailed to the R&Rs within three working days of receipt in the CCLD Child Care District Office (DO).
- B. CCLD will notify the R&Rs by telephone within 24 hours of the substantiation of any complaints involving priority one violations and by fax within one working day. As specified in Health and Safety Code Section 1596.895 (c), priority one violations include sexual and physical abuse, ritualistic abuse and suspicious deaths.
- C. CCLD will provide the R&Rs semimonthly with copies of the following:
 - 1) Each licensing report documenting a Type A licensing violation.
 - a) Subsequent documentation of the dismissal of a Type A licensing violation.
 - 2) Each licensing report or letter documenting the outcome of a Noncompliance Conference.
 - 3) Each licensing report documenting the issuance of civil penalties against a facility.
 - a) Subsequent documentation of the dismissal of civil penalties.
- D. CCLD will notify the R&Rs monthly of new or amended licenses, denials and closures.
- E. Each CCLD Child Care DO will communicate staffing list and organizational chart to each R&R in its service area and update the information when staffing changes occur. This staffing list will include each analyst's name, phone number, area(s) of service and supervisor.
- F. Every July 1st, the CCLD Central Operations Branch will provide the CCCR&RN with a list of all licensed child care facilities by zip code.

II. R&R Responsibilities

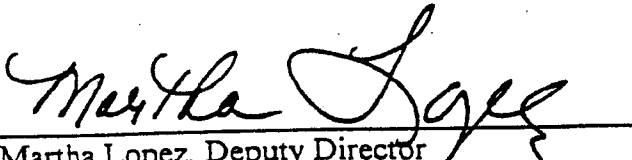
- A. The R&Rs will maintain appropriate confidentiality with respect to any information received from CCLD.
- B. The R&Rs will direct firsthand knowledge of any priority one violations to CCLD.
- C. The R&Rs will refer complainants to CCLD. The R&Rs will follow up with complainants who are referred to verify they have followed through.
- D. The R&Rs will refer to CCLD appropriate inquiries or concerns from parents, applicants or licensees.
- E. The R&Rs will provide CCLD with facility status updates on a monthly basis.

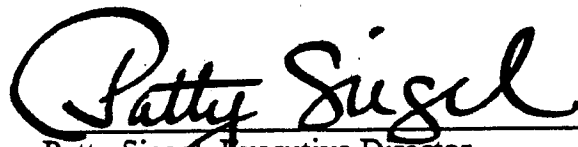
III. Joint Responsibilities

- A. Each CCLD Child Care DO will meet quarterly with the R&R(s) in the area it serves, unless the DO and the R&R(s) agree that a quarterly meeting is unnecessary. However, such meetings will not occur less than semiannually.
- B. Each CCLD Child Care DO and R&R will designate a staff liaison to handle the most sensitive issues of mutual concern. More routine matters may be handled by appropriate staff members at each respective office.
- C. As necessary, CCLD Central Operations Branch staff and field staff will meet with representatives of the public policy committee of the California Child Care R&R Network to discuss child care laws, regulations and policies and any other issues of mutual concern.
- D. CCLD and the California Child Care R&R Network will cooperate and collaborate on responses to the media regarding issues of mutual concern. Similarly, each agency will allow the other to review and comment on any proposed public document that describes the services provided by the other agency.
- E. CCLD and the California Child Care R&R Network will each develop internal procedures and training opportunities that promote the implementation of this agreement.
- F. CCLD and the California Child Care R&R Network will jointly review this agreement at least once every two years.

This list is not all-inclusive but is intended to be the basis for communication and information sharing between our agencies. We are committed to working together and to sharing information to the mutual benefit of our agencies and all California children served by licensed child care facilities.

If you have any questions, please contact David Dodds, Chief of the Advocacy Branch, at 916-653-3702 or Patty Siegel, Executive Director of the California Child Care R&R Network at 415-882-0234.


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